

# ENGINEERING REPORT

for

## ROUTE 7/HOWE CAVERNS SEWER DISTRICT IN THE TOWN OF COBLESKILL

TOWN OF COBLESKILL  
PO BOX 327  
COBLESKILL, NY 12043



Project No. 104-1101  
June 2012



7 South Church Street • Schenectady, New York 12305 • Ph: 518 382 1774 Fax: 518 382 1776 • [www.mcdonaldengineers.com](http://www.mcdonaldengineers.com)

# **TOWN OF COBLESKILL SCHOHARIE COUNTY, NEW YORK**

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## **TOWN OF COBLESKILL ROUTE 7/HOWE CAVERNS SEWER DISTRICT ENGINEERING REPORT**

### **A. PURPOSE OF THIS REPORT**

The purpose of this report is to provide the engineering plan, map and report, pursuant to Article 12-A of Town Law, for the formation of a sewer district to serve properties along NYS Route 7 and County Road 9 with service to the Howe Caverns facility in the Town of Cobleskill. The sanitary sewer project will extend sewer infrastructure from the Village of Cobleskill along Route 7 easterly, then northerly along a portion of County Road 9 terminating near the Howe Caverns facility, a distance of approximately six miles. The Sewer District Plan and District Boundaries are provided in Exhibit 1 of this report.

### **B. PROJECT LOCATION**

The Town of Cobleskill is located in Schoharie County, New York. Interstate 88 parallels NYS Route 7 as it passes through the Town. The Town of Cobleskill is bordered by the Village of Cobleskill to the west, the Town of Schoharie to the east, the Town of Fulton to the south, and the Hamlet of Lawyersville to the north. The Town of Cobleskill has an area of approximately 30.8 square miles.

### **C. BACKGROUND**

The impetus for this project began when the Howe Caverns Group began meeting with Schoharie County Planning and Town officials to discuss a major expansion of the Howe Caverns Amusement Facility and their specific water and sewer needs. Town of Cobleskill and Schoharie County officials recognize that the extension of municipal sewer service in this corridor will provide major benefits in terms of economic development and the elimination of poorly operating onsite sewage treatment systems.

The proposed Route 7/County Road 9 service area consists of a mix of residential and commercial uses. In order to eliminate the existing public health issues and to promote economic development in the Route 7/I-88 corridor, a municipal sewer system is needed.

### **D. PROPOSED SEWER SYSTEM**

After studying various alternatives, it has been decided that the most feasible and best long-term solution for sanitary sewer service is to connect to the existing Village of Cobleskill sewer infrastructure. Flows from the proposed Sewer District at build-out are estimated at 200,000 gpd. The Village of Cobleskill Wastewater Treatment Facility has a design capacity of 1.8 MGD with a current average daily flow of 500,000 gpd. Village officials advise that the existing sewer collection system has the hydraulic and treatment capacity to convey the entire projected flows from the service area at build-out condition.



## **TOWN OF COBLESKILL ROUTE 7/HOWE CAVERNS SEWER DISTRICT ENGINEERING REPORT**

The proposed Sewer District infrastructure will connect into the eastern terminus of the existing Village of Cobleskill service area which is located at the intersection of Route 7 and Borst Noble Road. The topography of the proposed Sewer District service area drains primarily in an easterly direction; however there are numerous undulations and substantial changes in elevation along the corridor making a total gravity system impractical. As a result, most connections to the proposed system will be via grinder pumps.

The Howe Caverns facility, which is the last property to be served, will drain by gravity to a duplex pump station located along Goodfellows Lane. This will consist of approximately 2,400 LF of 8-inch PVC sewer main and approximately 10 precast concrete manholes. From this location, wastewater will be pumped through approximately 2,100 LF of 6-inch force main in a southerly direction to Route 7 then to another pump station, which is necessary because of the substantial increase in elevation and resulting pumping pressures. From there, the wastewater will be pumped through approximately 15,000 LF of 8-inch force main westerly to the connection point with the Village sewer system. As shown on the Exhibit 1 map, the force main will also be extended approximately 4,100 LF easterly on Route 7 to pick up additional properties easterly toward the Town line for those properties fronting on Route 7. The sewer project bid package will include alternate gravity sewer layouts at two locations within the Sewer District. Depending on the bid results and available funding, these gravity sections may be selected.

The duplex pump stations will have built-in standby generators. Property easements will be necessary at various locations along the route where district infrastructure cannot be located in the public right-of-way. The collection system will be designed in accordance with Ten States Standards.

As part of the project, 6-inch PVC sewer laterals for gravity sewers and 1.25-inch PVC sewer laterals for pressure sewer will be installed in the public right-of-way or easement edge from the sewer main to the property line of each parcel within the district.

### **E. SYSTEM OPERATION AND MAINTENANCE**

The Town of Cobleskill has entered into an Intermunicipal Agreement with the Village of Cobleskill to provide complete operation, maintenance and administration of the proposed Sewer District once construction is completed. In addition, all administrative services, including billing for sewer charges will be provided by the Village in accordance with the established Village fees. The Intermunicipal Sewer Agreement is attached as Exhibit 2.

All properties with frontage on the sewer line are included in the proposed Sewer District. Each property will be provided with a pressure sewer connection or a sewer lateral that will be installed to the property line as part of this project. There are a total of 85 parcels within the proposed Sewer District and the current listing of these properties as shown on the latest tax rolls is provided as Exhibit 3.

## **TOWN OF COBLESKILL ROUTE 7/HOWE CAVERNS SEWER DISTRICT ENGINEERING REPORT**

The Town of Cobleskill will adopt Sewer District regulations that will follow the Village of Cobleskill Standards for the sewer infrastructure to be installed. Once the sewer system becomes operational, commercial properties will be required to connect to the sewer system. The Town Board will establish a time period by which all commercial properties will be required to connect to the sewer system. Residential properties will have the option of connecting to the system at the property owner's discretion unless the individual onsite septic system is found to be not functioning properly or if it has to be replaced. Property owners shall be responsible for the installation of the grinder pump and service lateral to the public connection point, and said installation shall be in accordance with Village/Town Standards. Residential grinder pumps, once installed, shall be maintained by the Village. Operation and maintenance of all other grinder pumps shall be the responsibility of the property owner.

### **F. ENGINEER'S ESTIMATE OF CAPITAL COSTS**

The total project cost for the sewer system infrastructure is estimated to be \$3,800,000. A detailed breakdown of the construction costs is provided in Exhibit 4.

### **G. COST TO THE TYPICAL PROPERTY**

The annual cost of sewer service for properties within the proposed District will consist of two components; 1) debt service on the capital costs, and 2) annual cost to operate and maintain the sewer collection system.

#### **1) Debt Service**

The capital costs associated with the sanitary sewer project will be paid by all benefiting properties in the proposed Sewer District through the issuance of serial bonds for the portion of the debt remaining after deducting grant funds that have been secured by the Town of Cobleskill for this project.

Grant funds received have been given to the Town for the combined capital costs of both water and sewer infrastructure and are summarized in Table No. 1. For the purposes of determining costs to the typical property owner, the grant amounts will be divided to each proposed District in proportion to the capital cost of each District.

<b>TABLE NO. 1 GRANT FUNDING</b>		
CFA (NYS ESD)	\$4,100,000	
Schoharie County Contribution	\$2,000,000	
National Grid Grant	\$ 175,000	
ARC Appalachian Region	\$ 150,000	
<b>SUBTOTAL GRANTS</b>		<b>\$6,425,000</b>



## **TOWN OF COBLESKILL ROUTE 7/HOWE CAVERNS SEWER DISTRICT ENGINEERING REPORT**

As shown in the last column of Table No. 2 below, the net sewer district capital cost totals \$709,500, which is the amount of funds that the district will borrow long-term through the issuance of serial bonds. Based on information provided from bond counsel, it is anticipated that bonds can be issued at a rate of 4% for a period of 25 years. The annual sewer district debt service on the serial bond is thus calculated to be \$45,400.

Howe Caverns LLC has entered into an agreement with the Town to make an annual payment to the Town in the amount of \$100,000 per year for 20 years which will be used towards the debt service payment for the water and sewer infrastructure. That agreement is provided in Exhibit 5. Those funds will be used to pay the portion of the annual district debt service for the Sewer District. That calculation is also shown below.

<b>TABLE NO. 2</b>			
	<b>TOTAL PROJECT COST</b>	<b>WATER DISTRICT</b>	<b>SEWER DISTRICT</b>
Project Cost	\$7,900,000	\$4,100,000	\$3,800,000
% of Total Project Cost		52%	48%
Less Grants	\$6,425,000	\$3,334,500	\$3,090,500
Net District Capital Cost	\$1,475,000	\$ 765,500	<b>\$ 709,500</b>
Annual Debt Service	\$ 94,400	\$ 49,000	\$ 45,400
Less Howe Caverns Annual Payment	\$ 100,000	\$ 51,900	\$ 48,100
Excess Annual Debt Service Funds	<b>\$ 5,600</b>	<b>\$ 2,900</b>	<b>\$ 2,700</b>

As shown in the table above, these funds result in a net surplus as the Howe Caverns contribution will exceed the estimated annual debt service for the proposed Sewer District by \$2,700 per year for 20 years. The excess funds will be placed in a sewer district reserve account that will be used toward the debt service payment on the bonds for the last five years of the bond term. It is estimated that this account will accumulate enough funds to cover two years of the final five years of the 25-year serial bond. Thus, the final annual bond payment for the last three years of the bond in the amount of \$45,400 will be raised on a benefit basis and assessed against each property in the Sewer District based on water usage as measured through the individual water meter.

## **TOWN OF COBLESKILL ROUTE 7/HOWE CAVERNS SEWER DISTRICT ENGINEERING REPORT**

### **2) Annual Cost of Operation and Maintenance**

As outlined in the Village/Town Agreement, the Village charges for sewer service will be based on the current Village sewer rate structure. Attached as Exhibit 6, is a copy of the Village of Cobleskill fee schedule (effective January 1, 2012). Properties in the proposed Town Sewer District are considered outside users and will be billed quarterly using the outside Village rate, which is currently \$11.25 per 1,000 gallons of water based on usage as measured through the individual water meter. There will be a minimum charge of \$56.25 per quarter, which is based on a usage of 5,000 gallons. For a typical single-family home that uses 50,000 gallons per year (or 12,500 gallons per quarter), the estimated cost will be \$140.63 per quarter or \$562.50 per year. Residential properties will not be required to pay a hook-up fee. Commercial, industrial, and institutional users within the Town Sewer District will pay the same outside rate of \$11.25 per 1,000 gallons with a minimum of 5,000 gallons per quarter. Commercial and Industrial properties will pay a hook-up fee in accordance with the fee schedule shown in Exhibit 6.

In summary, the cost to the typical property for sewer service consists of the debt service on the capital cost and the annual operation and maintenance cost. As explained previously, there will be no debt service through the first 22 years of operation, thus the only cost to properties within the District will be the Village charge. The typical property, which is a single-family home, will pay an estimated annual amount of \$562.50 per year exclusive of hookup fees.

A legal description of the sewer district boundaries is presented as Exhibit 7 in this report.

**TOWN OF COBLESKILL  
SCHOHARIE COUNTY, NEW YORK**

**EXHIBIT 1  
Sewer District Plan and Boundaries**



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TOWN OF COBLESKILL  
SCHOHARIE COUNTY

NO.	DATE	REVISION	BY
00	06/08/12	ORIGINAL ISSUE	WFL

NYS ROUTE 7/HOWE CAVERNS  
SANITARY SEWER INFRASTRUCTURE

SHEET TITLE:

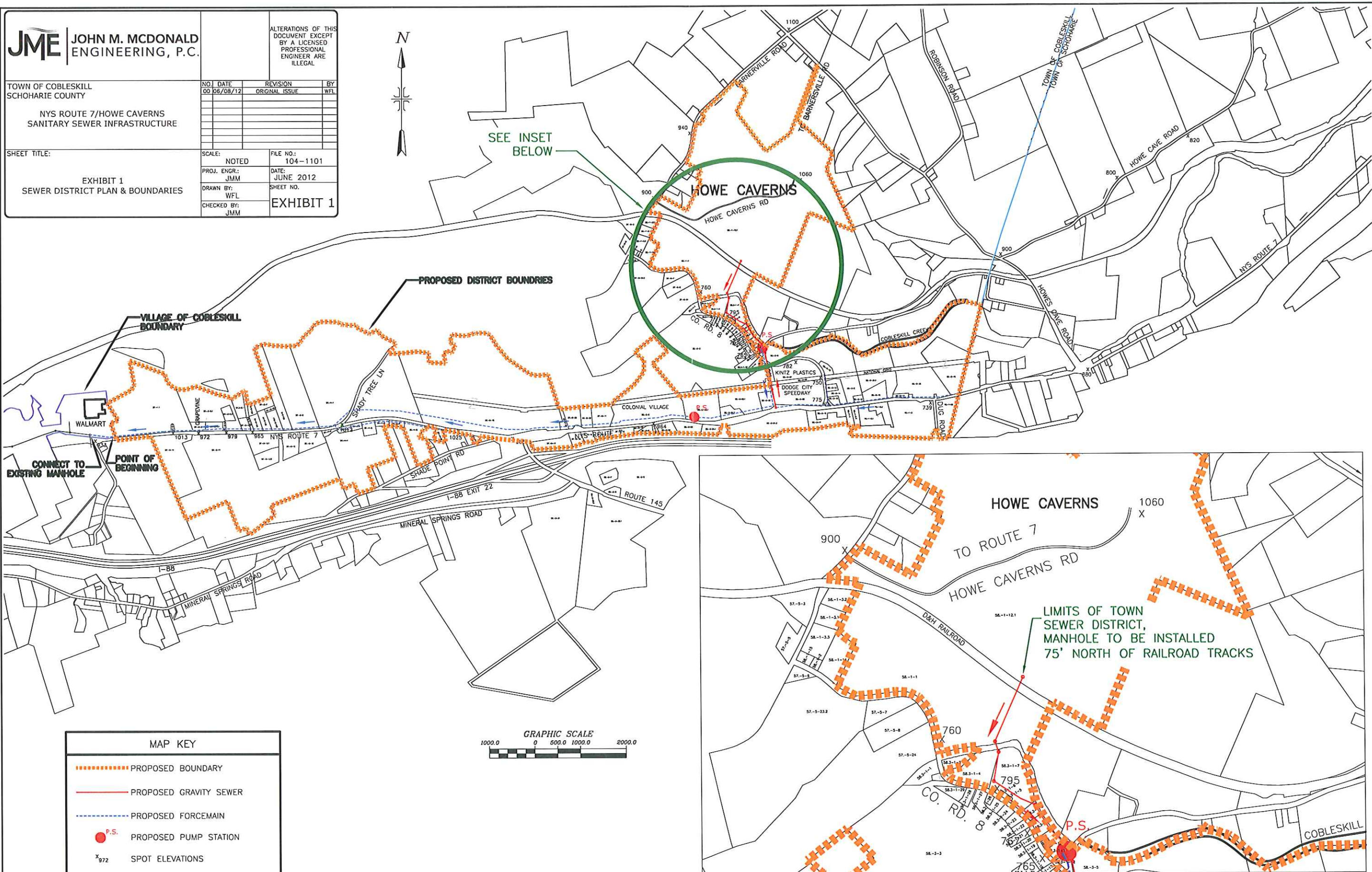
EXHIBIT 1  
SEWER DISTRICT PLAN & BOUNDARIES

SCALE:	NOTED	FILE NO.:	104-1101
PROJ. ENGR.:	JMM	DATE:	JUNE 2012
DRAWN BY:	WFL	SHEET NO.	
CHECKED BY:	JMM		

EXHIBIT 1



SEE INSET  
BELOW

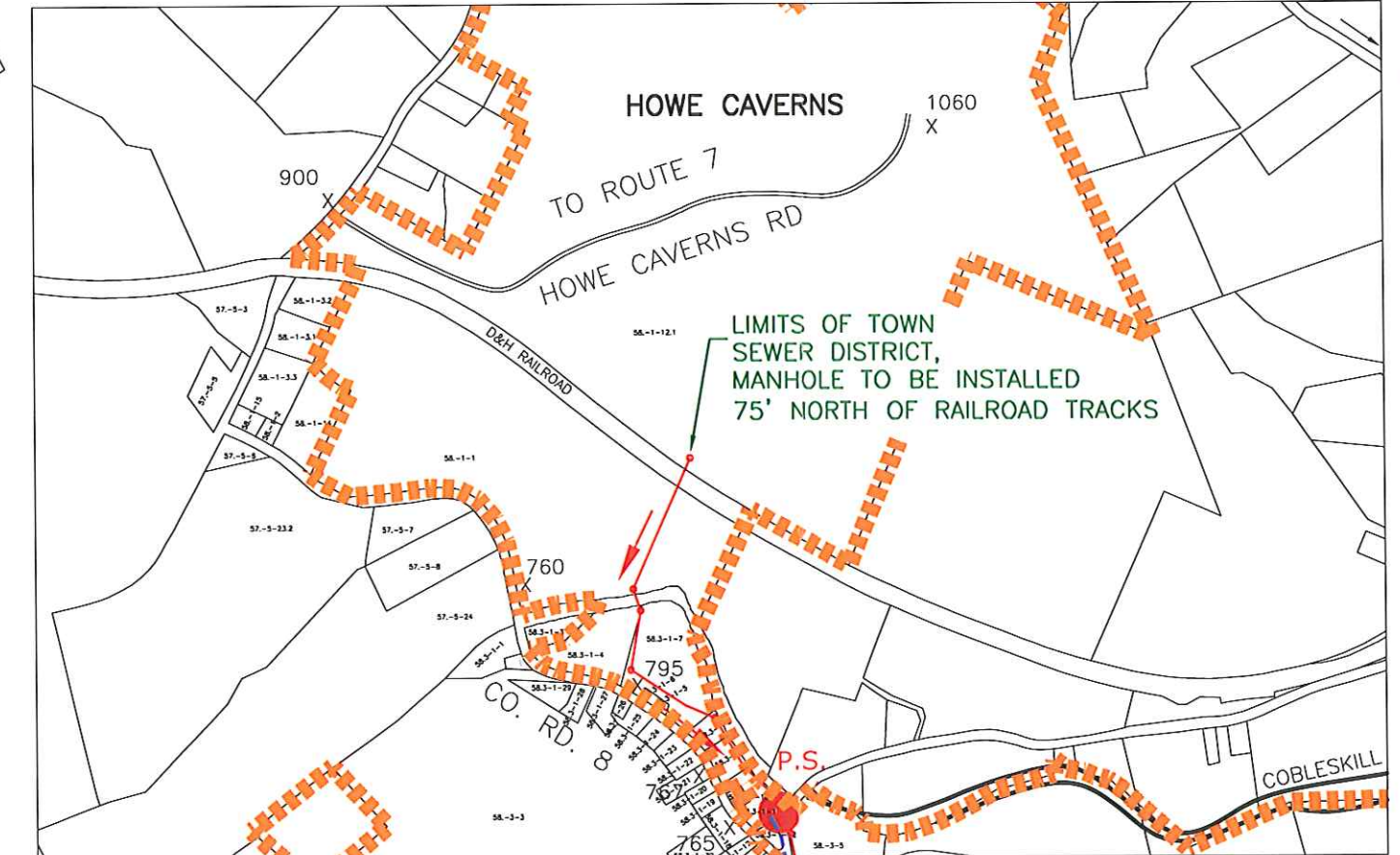


CONNECT TO  
EXISTING MANHOLE

POINT OF  
BEGINNING

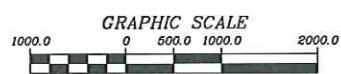
PROPOSED DISTRICT BOUNDARIES

VILLAGE OF COBLESKILL  
BOUNDARY



MAP KEY

- PROPOSED BOUNDARY
- PROPOSED GRAVITY SEWER
- PROPOSED FORCEMAIN
- P.S. PROPOSED PUMP STATION
- x<sub>972</sub> SPOT ELEVATIONS



**TOWN OF COBLESKILL  
SCHOHARIE COUNTY, NEW YORK**

**EXHIBIT 2**  
**Village/Town Sewer Intermunicipal Agreement**



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## INTERMUNICIPAL SEWER AGREEMENT

This Agreement is made as of the 17, day of April, 2012 by and between the TOWN OF COBLESKILL, a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at 378 Mineral Springs Road, Suite 5, Cobleskill, New York 12043, (hereinafter referred to as "Town") and the Village of Cobleskill, a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at 378 Mineral Springs Road, Suite 2, Cobleskill, New York 12043, (hereinafter referred to as "Village").

WHEREAS, the Village owns and operates a wastewater treatment facility and collection lines (collectively, the "Facility") with current excess capacity; and

WHEREAS, the Town is in the process of creating a sewer district for a portion of the real property located within the Town, and the Town wishes to arrange for treatment by the Village's Facility of wastewater generated by the District; and

WHEREAS, the Village is desirous of treating the wastewater generated by the District and providing full operation and maintenance of the District facilities.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Village agrees to accept and treat at its Facility all wastewater from the District and any properties contiguous to the district as it currently exists should any such contiguous properties be incorporated into the District in the future under terms and conditions set forth in this Agreement.



II. The Town agrees that it will require dischargers within the District to be bound by applicable sewer usage rules and regulations of the Village and any subsequent amendments to those regulations, provided that the Village transmits a copy of such amendments to the Town. The Village shall not apply its sewer use rules and regulations in a discriminatory manner against Town users. Specifically, the discharge of any industrial waste must be approved in advance by the Village. The Village reserves the right to sample wastewater to verify that unauthorized types of wastewater are not being discharged to the system. In the event the Village discovers or determines that the discharge of any prohibited waste or waste in excess of permitted levels into the Facility from the Town District which causes the Village to be fined or penalized by the New York State or Schoharie County Health Departments, the New York State Department of Environmental Conservation or any other regulatory entity, the Town hereby agrees to assist the Village being held harmless. The assistance includes but shall not be limited to the imposition of applicable fines, penalties or other charges upon any discharger within the District responsible for the prohibited discharge.

III. The Village agrees to provide the following services for the wastewater discharged from the District:

- to issue sewer permits for hookups, and inspections of sewer hookups between the property line and the interior of the home to ensure that all connections are in conformance with local Village, Town and State Requirements;
- to provide total maintenance of the sewage collection system, including responsibility for unplugging any clogged lines, and the maintenance and repair of the sewer pump

stations, including electricity and chemical costs and operation and maintenance of residential grinder pumps;

- to provide "dig safe" responsibility for locating infrastructure in the Town sewer district as necessary under UFPO requirements.

IV. The connection to the Village sewer main shall be at its current terminus, which is a manhole located 440 feet west of the intersection of New York State Route 7 the Borst Noble Road sewer main. The Town shall submit to the Village for its prior approval the plans for tapping such main. Any construction work that violates the integrity of the aforesaid main must be performed under the supervision of representatives of the Village. The costs of tapping the main as well as the costs of any modifications to ensure that the connection does not cause any backups, odors or other problems shall be borne by the Town. In addition, the Town shall pay the reasonable engineering costs of the Village's review of such plans.

V. The Town shall not cause its anticipated wastewater collection system to be installed unless the installation is conducted under the supervision and engineering approval of a New York State licensed professional engineer. Such system shall not be installed by the Town without prior notice to the Village.

VI. Upon connection of any discharger to the District's system, the Town shall provide written notification to the Village. The Town shall also provide notice to the Village of any expansion to the District.

VII. The term of this agreement shall be for twenty (20) years from the effective date of this Agreement. The Agreement may thereafter be renewed by the parties on such terms as the parties may agree.

VIII. The owner of the real property known as Colonial Arms Trailer Park shall be required to install one master meter at the service connection point and shall be billed using the same specified water and sewer rate from the installed meter.

IX. Individual metering of each dwelling unit for multiple residential units shall not be required.

X. Those units connected to the sewage system shall be billed at a rate equal to 1.5 times the established sewer rate for the properties within the Village boundaries connected to the Village sewer system to be adjusted annually, and shall be billed by water usage as measured through the installed meter. Capital improvements to maintain current service shall be paid by the Village. All units within the Town connected to the system shall be individually billed by the Village. Billing shall occur quarterly through the Village. In the event of non-payment of any invoice for thirty (30) days or longer such arrears shall be subject to a penalty in the amount of ten (10%) percent of the amount due. Any such unpaid sewer charges shall be a lien upon the real property upon which or in connection with which the sewer discharge was used.

XI. No part of the annual sewer rate shall be for the payment of debt service for the initial creation and construction of the Town's Sewer District. There is no charge for residential units to connect to the sewer system so long as the unit remains residential. Should a residential unit convert to a commercial unit then a connection fee, at the then Village connection cost, shall be assessed and paid by the commercial unit. Notwithstanding the foregoing, commercial units shall be charged a connection fee at the then Village connection cost at the time of connection. Conversion of vacant property to an improved use, whether residential or commercial, shall

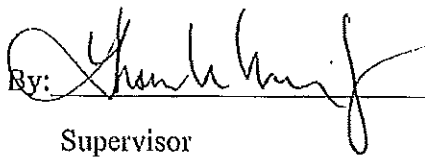


require the payment of the connection fee at the then Village connection fee if the improvement occurs after the town sewer district is created and operating.

XII. This Agreement represents the entire agreement between the parties and may not be changed or modified orally.

IN WITNESS WHEREOF, the parties have executed this Agreement and have caused their official seals to be affixed pursuant to resolutions adopted by their respective boards, copies of which are annexed hereto.

TOWN OF COBLESKILL

By: \_\_\_\_\_  
Supervisor

VILLAGE OF COBLESKILL

By: \_\_\_\_\_  
Mayor

**TOWN OF COBLESKILL  
SCHOHARIE COUNTY, NEW YORK**

**EXHIBIT 3  
Sewer District Tax Rolls**



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Parcel ID (SBL)	Property Class	Owner Name
57.-3-13.1	105	Gable Holding LLC,
58.-3-9	105	Earthly Treasures Inc,
57.-5-18	112	Roberts, Lynne T.
58.-2-16	120	Rehberg, Albert E.
70.-1-25	120	Rehberg, Greta C.
57.-3-2	210	Adams, Margaret R.
57.-4-13	210	Collard, Jeremy C.
57.-4-4	210	Belfance, Brent A.
57.-4-6	210	Townes, James C.
57.-4-7	210	Stuart, Gregory
57.-5-12	210	Pacatte, Julianne K.
57.-5-14	210	Wollaber, Forest Jr
57.-5-28	210	Stanton, Milton L.
57.-5-29	210	Kane, Nathan S.
58.-3-17	210	Neroni, Frederick J.
58.-3-24.1	210	Rubin, Sol
58.-3-26	210	Barbic, George
69.-3-5	210	Long, Virginia
69.-3-6	210	Hubert, Brian L.
70.-1-1	210	Boreali, Ronald D.
70.-1-3	210	Doyle, Nancy H.
58.3-1-8	210	Mallia, Timothy P.
58.-3-5	210	Adriance, Craig R.
58.3-1-4	210	Rickard, Clarence
58.3-1-5	210	Willwerth, Veronica P.
58.-2-17	220	Suchocki, Michael J.
58.3-1-12	220	Deats, Richard A.
57.-3-1.1	240	Adams, Margaret R Revoc Tru
57.-4-1	240	Nark, Robert L.
57.-4-5	270	Bradt, Diane E.
57.-3-3	283	Purcell, Tracy E.
58.3-1-10	210	Cooper, George R.
57.-3-18.2	311	Gable Holding LLC,
57.-3-6.2	311	Edward Nadeau & Sons Inc,
57.-3-6.3	311	Gable Holding LLC,
57.-3-4.2	314	Tsamis, Theodore
57.-4-10	314	Mallery, Roger H. Jr
57.-5-13	314	Wollaber, Forest E.
58.3-1-6	314	Mallery, Roger J.H.
58.3-1-9	314	Bainton, Arthur B.
58.-3-4	314	Mallery, Roger H. Jr
57.-3-11	321	Club East Inc,
57.-3-14	322	Tsamis, Michael
58.-3-24.2	322	Rubin, Sol
58.-3-25.1	322	Lois, Eugene
57.-4-8	323	Seebold, Yon Suk
58.-2-32.3	323	Holiday Motel of Cobleskill,
57.-4-3	331	Thorington, Donald
58.-2-33	380	Niagara Mohawk Power Corp,
58.3-1-7	411	Deats, Timothy D.
58.-2-18	415	Holiday Motel of Cobleskill ,
70.-1-2.3	415	BPW LLC,
58.-3-2	416	Colonial Village (NY) LLC,
58.-1-12.1	418	Howe Caverns Inc,
58.-3-15	421	Pangman Edw & P Family Trust,
70.-1-2.1	421	BPW LLC,
57.-3-12	431	Gable Holding LLC,
57.-3-13.2	431	Gable Holding LLC,
57.-3-17	431	Gable Holding LLC,
57.-3-9	431	2457 Holding, Inc.
57.-5-30	431	Lynk, Heath E.
57.-3-4.1	433	Prokopiak, Ronald
58.-3-10	438	Old Time Autos Inc,
58.-3-23	442	Deats, Timothy
57.-3-6.1	449	Kenyon, Charles J.
57.-3-7	449	Gable Holding LLC,
57.-5-11	449	Superior Housing Llc,
58.-3-22	449	Deats, Timothy
58.-3-30.1	449	Mont Ots Scho Solid Waste,
58.3-1-11	449	Donahue, James
57.-3-5.2	453	RS Capital Management Inc,
57.-5-16	464	Boreali, Arthur J. Jr
57.-5-17	464	Whitehead, Merle
58.-3-14	464	Boreali, Arthur J.
57.-3-8	473	Perrone, Giuseppe
58.-3-16	474	Howe Caverns Inc,
57.-4-2	483	Hanes, Steve E.
57.-3-15	484	105 Kenyon LLC,
57.-3-16	484	Hess Business Trust No 2007-1,
57.-3-18.1	484	Morton Builders Inc,
57.-5-15	484	Wollaber, Forest Jr
70.-1-2.2	484	Sadie Properties, LLC,
57.-3-10	485	CBK Real Estate Prop LLC,
57.-3-5.1	486	Tsamis, Vasiliki
58.-3-28	557	Mallery Real Estate Enterprise,
58.-3-12	652	US Postal Service,
58.-3-13	710	Kintz Edwin,
58.-3-27	710	Kintz Edwin,
58.-1-1	681	Scho Museum of Iroquois Indian,
58.-3-25.2	851	Mont Ots Scho Solid Waste,

Total Parcels 85



TOWN OF COBLESKILL  
SCHOHARIE COUNTY, NEW YORK

EXHIBIT 4  
Engineers Estimate of Sewer Project Cost



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**TOWN OF COBLESKILL  
ROUTE 7/HOWE CAVERNS WATER DISTRICT  
ENGINEERING REPORT**

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	General Requirements	1	LS	\$100,000	\$100,000
2	8" PVC Sewer Pipe, incl. excavation & backfill	7,000	LF	\$65	\$455,000
3	Precast Concrete Manholes incl. frame & cover	20	EA	\$3,600	\$72,000
4	6" PVC Sewer Laterals, incl. excavation & backfill	50	LF	\$50	\$2,500
5	1.25" PVC Forcemain, incl. excavation & backfill	530	LF	\$60	\$31,800
6	3" PVC Forcemain, incl. excavation & backfill	2,725	LF	\$45	\$122,625
7	6" PVC Forcemain, incl. excavation & backfill	16,000	LF	\$50	\$800,000
8	Forcemain Air Relief or Cleanout Structures	30	EA	\$6,000	\$180,000
9	Lateral Borings	2,880	LF	\$200	\$576,000
10	Rock Excavation	4,579	CY	\$100	\$457,905
11	Pipe Bedding Material	389	CY	\$30	\$11,667
12	Pipe Zone Backfill Material	1,556	CY	\$35	\$54,444
13	Duplex Pump Station	2	LS	\$200,000	\$400,000
14	Surface/Miscellaneous Restoration	15,000	LF	\$5	\$75,000
<b>TOTAL</b>					<b>\$3,338,941</b>
<b>CONTIGENCIES</b>					<b>\$166,947</b>
<b>SHORT TERM INTEREST DURING CONSTRUCTION</b>					<b>\$62,400</b>
<b>ESTIMATED CONSTRUCTION COST</b>					<b>\$3,505,888</b>
<b>ENGINEERING, ADMINISTRATION &amp; LEGAL</b>					<b>\$325,000</b>
<b>TOTAL SEWER PROJECT COST</b>					<b>\$3,830,888</b>
<b>Say:</b>					<b>\$3,800,000</b>

**TOWN OF COBLESKILL  
SCHOHARIE COUNTY, NEW YORK**

**EXHIBIT 5**  
**Town of Cobleskill/Howe Caverns Agreement**



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# OFFICIAL COPY

## AGREEMENT

THIS AGREEMENT made this 18<sup>th</sup> day of June, 2012, by and between Howe Caverns, Inc., a corporation existing by and under the laws of the State of New York and having its principal place of business located at 255 Discovery Drive, Howes Cave, New York 12092 (hereinafter called "Howe"), and the Town of Cobleskill, a municipal corporation existing by and under the laws of the State of New York and having its principal place of business located at 378 Mineral Springs Road, Suite 5, Cobleskill, New York, (hereinafter called "Town").

## WITNESSETH:

WHEREAS, Howe is the owner of certain premises located in the County of Schoharie, State of New York, more particularly described in a certain deed attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the Town is in the process of creating a water and sewer district (hereinafter called "District") for a portion of the real property located within its geographic boundaries; and

WHEREAS, the real property owned by Howe is located within the geographic boundaries of the Town's proposed District; and

WHEREAS, Howe has agreed to provide over the course of twenty (20) years as hereinafter described the sum of Two Million Dollars (\$2,000,000) for the purpose of aiding the Town in the pursuit of the District and

WHEREAS, the Town in consideration of Howe's contribution will, at its cost, provide a booster pump station and water tank sufficient to benefit the water district and provide Howe with its water and sewer needs as Howe builds out the Howe Caverns Estate.

RECEIVED

JUN 18 2012

COBLESKILL  
TOWN CLERK



**NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED:**

1. Howe shall convey to the District within thirty (30) days after its notification by the District that, (a) the District has been formed, (b) the funds are in place, and (c) construction contracts have been let, a parcel of land sufficient to provide for the placement of the aforementioned tank and booster pump station provided such fee shall be no larger than 20 feet in width and no longer than is necessary to achieve the placement of the water tank and pump station.

In addition to the conveyance, the parties shall enter into reciprocal and mutual easements whereby the District shall have the right to go over the lands of Howe for purposes of maintaining and servicing water and sewer lines and Howe shall have the right to traverse the lands of the District unimpeded for purposes of operating the Howe Caverns facilities. The Deed from Howe Caverns conveying the parcel to the Town shall include a reverter clause whereby the parcel shall revert to Howe if the District for any reason ceases operation or abandons the District in which case the town shall have the obligation to dissolve the District pursuant to Town Law. In the event of dissolution of the water or sewer districts, any improvements on the real property previously conveyed by Howe to the District shall be the property of Howe.

The Town agrees to accept the parcel in its "AS-IS" condition as of the date of the transfer of title, free from any warranty as to condition or use for any particular purpose except as may be expressly provided herein. Except as specifically stated in this Agreement Howe hereby expressly disclaims any warranty, oral or written concerning (a) the nature and condition of the land and suitability thereof for any and all activities and uses which the Town may elect to conduct thereon; (b) the manner, construction, condition and state of repair or lack

of repair of the land, (c) the nature and extent of any right-of-way, possession, lien, encumbrance, license, reservation, condition or otherwise, and (d) the compliance of the land with any laws, rules, ordinances, or regulations of any government or other body. Town shall undertake to obtain all municipal approvals including subdivision relating to the transfer of the parcels. Furthermore, the Town shall be responsible for all survey costs.

2. Howe shall pay to the Town the sum of Two Million Dollars (\$2,000,000) over a period of twenty annual installments of \$100,000 per year. The Two Million Dollars is a grant by Howe and no interest charges are attributable to the installment payments. The first installment shall be due within ten (10) days after the Town notifies Howe that the water and sewer lines are complete, have been tested and charged, and are fully operational, able to provide Howe with water and sewage discharge.

3. This Agreement shall inure for the benefit of and bind the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, neither party shall have the right to assign its rights or obligations under this Agreement without first obtaining the consent of the other party, which consent may not be unreasonably withheld. . No consented to Assignment shall release the original party hereunder.

4. Howe agrees that Howe shall pay water and sewer fees based on published rates as set forth in the Intermunicipal Water and Sewer Agreements between the Village of Cobleskill and the Town as presently enacted or as hereafter amended. There shall be no abatement or diminution of those fees by reason of this agreement provided however this agreement shall

not in any manner prevent Howe from asserting its rights to challenge or contest water and sewer rates before any applicable tribunal. Howe's obligation to pay water and sewer rates shall survive this Agreement.

5. Simultaneously, with the conveyance of the parcel by Howe to the Town, the Town shall obtain a General Liability Policy of Insurance issued by an insurance company duly licensed in the State of New York and naming Howe as an additional insured. The insurance policy shall include at least standard coverage for Comprehensive, Liability, Operations on Premises and Collapse Hazard, Underground Hazard, Completed Operations Hazard, Broad Form Property Damage, Independent Contractors and Personal Injury in an amount of \$2,000,000 for personal injury and \$500,000 property damage. The aforementioned policy shall not be cancelled so long as the District owns the parcel being conveyed.

6. Howe represents and warrants that it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of New York and has all the requisite corporate authority to conduct its business in each jurisdiction in which business is conducted. Howe has the corporate power and authority to execute and deliver this Agreement, perform its obligations hereunder and consummate the transactions herein contemplated. The execution and delivery of this Agreement, the performance of its obligations and consummation of the transactions contemplated hereunder has been duly authorized.

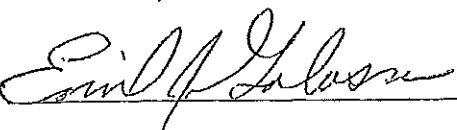
7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Each party hereto waives any right to have a jury participate in resolving any dispute.

8. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9. Notwithstanding anything to the contrary in this Agreement, the District's obligation to provide water and sewer services to Howe shall survive and continue after Howe has made payment in full hereunder.

10. It is understood and agreed that all understandings and agreements heretofore had among the parties hereto are merged in this Agreement which alone fully and completely expresses their agreement with respect to the transactions provided for in this Agreement.

Howe Caverns, Inc.

By: 

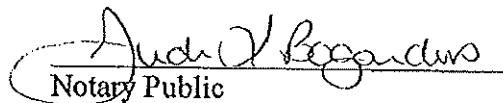
Town of Cobleskill

By: 



STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF SCHENECTADY )

On this 18 day of June, 2012, before me personally, came EMILY CALASSO,  
to me known, who being by me duly sworn, did depose and say that he resides at  
COBLESKILL, New York; that he is the V. PRESIDENT of HOWE  
CAVERNS, INC., the corporation described in, and which executed the above  
instrument; that he knows the seal of said corporation; that the seal affixed to said  
instrument is such corporate seal; that it was so affixed by order of the Board of Directors  
of said corporation and that he signed his name thereto by like order.

  
Notary Public

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF SCHENECTADY )

Judi L. Bogardus  
Notary Public State of New York  
No. 01BO5080750  
Qualified in Schoharie County  
Expires 06-16-15

On this 18 day of June, 2012, before me personally, came THOMAS M MURRAY,  
to me known, who being by me duly sworn, did depose and say that he resides at  
COBLESKILL, New York; that he is the Supervisor of the TOWN  
OF COBLESKILL, the corporation described in, and which executed the above  
instrument; that he knows the seal of said corporation; that the seal affixed to said  
instrument is such corporate seal; that it was so affixed by order of the Board of  
Directors of said corporation and that he signed his name thereto by like order.

  
Notary Public

Judi L. Bogardus  
Notary Public State of New York  
No. 01BO5080750  
Qualified in Schoharie County  
Expires 06-16-15

TOWN OF COBLESKILL  
SCHOHARIE COUNTY, NEW YORK

EXHIBIT 6  
Village Fee Schedule



7 South Church Street • Schenectady, New York 12305 • Ph: 518 382 1774 Fax: 518 382 1776 • [www.mcdonaldengineers.com](http://www.mcdonaldengineers.com)

## Village of Cobleskill Fee Schedules

### Water & Sewer Rates Effective 1/1/2012

**\*Minimum Charge for 1<sup>st</sup> 5,000 gallons**

	Water	Sewer
Village residents*	\$ 32.90	\$ 37.50
Each additional 1000 gallons	\$ 6.58	\$ 7.50
Outside Village*	\$ 49.35	\$ 56.25
Each additional 1000 gallons	\$ 9.87	\$ 11.25
SUNY College*	\$ 10.70	\$ 13.35
Each additional 1000 gallons	\$ 2.14	\$ 2.67

OTHER FEES	Village	Outside
Water Dept Service Charge	\$ 15.00	\$ 15.00
After Hours Service Charge	\$ 50.00	\$ 50.00
Water Meter Body	At cost	At cost
Water Meter and Body	At cost	At cost
Water Tap Permit ¾"	\$500.00	\$750.00
Water Tap Permit 1"	\$600.00	\$900.00
Water Tap Permit 1 ½"	\$700.00	\$1050.00
Water Tap Permit 2"	\$800.00	\$1200.00
Water Tap Permit 3"	\$1000.00	\$1500.00
Water Tap Permit 4"	\$2000.00	\$3000.00
Sewer Tap Residential	500.00	
Sewer Tap Commercial	1000.00	
Lateral Work Permit	20.00	
Sludge Deposit (per 1,000 gal)	95.00	
Sludge Deposit – (Other Gov')	75.00	

### Village Office Miscellaneous Fees Schedule

Tax Search	\$ 10.00
Photocopies, per page	\$ .25
Games of Chance application fee	\$ 25.00
Peddlers License Fee – ½ year	\$ 75.00
Peddlers License Fee – Full year	\$150.00
Fingerprint Fee	\$ 10.00
Refuse Service Fee 12/31/2011	\$ 45.52

### Planning, Codes & Environment Rates – Effective 5/20/08

#### Commercial Construction

Project Cost	Application Fee
Up to \$5,000	\$75.00
\$5,001 and above	\$75.00 for the 1 <sup>st</sup> \$5,000 and remainder multiplied by .005

#### Residential Construction

Project Cost	Application Fee
Up to \$5,000	\$50.00
\$5,001 and above	\$50.00 for the 1 <sup>st</sup> \$5000 and remainder multiplied by .005

- Building permits are based on total applicant cost of project.
- Building permits valued under \$500,000 shall expire if the work authorized has not begun within 90 days after the date of issuance or has not been completed 12 months from the date issuance.
- Building permits valued over \$500,000 shall expire if the work authorized has not begun within 90 days after the date of issuance or has not been completed 18 months from the date of issuance.
- One six-month extension of a building permit may be applied for at half the original permit fee cost.

#### Miscellaneous Fees

Demolition Permit (per structure)	\$50.00
*Sign Permit <sup>1</sup>	\$10.00
*Outdoor Market Permit	\$15.00
Fire Safety Inspection	\$35.00
Certificate of Occupancy with bld pmt.	Included above
Certificate of Occupancy w/out bld pmt	\$50.00
Subdivision up to 3 lots	\$50.00
Each additional lot	\$25.00
Special Use Permit	\$25.00
Site Plan Review	\$25.00
HDRC Review	\$25.00

<sup>1</sup>Externally and Non-Illuminated only. Internally illuminated signs are prohibited.

Fees are only refundable if a project is formally withdrawn **prior** to any work commencing. Building permit fees on this schedule include a NON-REFUNDABLE processing fee of \$50.00. All other fees include a NON-REFUNDABLE processing fee of \$25.00.

**\*Exceptions:** Fees marked with an asterisk.

Construction started without a valid building permit fees will be doubled.

After hour and weekend inspections will be billed at the rate of \$30/hr.(min. fee \$30).

Adopted by VBOT 5/20/2008

TOWN OF COBLESKILL  
SCHOHARIE COUNTY, NEW YORK

EXHIBIT 7  
Legal Description of Sewer District



7 South Church Street • Schenectady, New York 12305 • Ph: 518 382 1774 Fax: 518 382 1776 • [www.mcdonaldengineers.com](http://www.mcdonaldengineers.com)



LEGAL DESCRIPTION  
Town of Cobleskill  
Sewer District

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, designated as Town of Cobleskill Sewer District, on map entitled "Proposed Water and Sewer Service Area", dated March 2012, as prepared by John M. McDonald Engineering, P.C., which District is comprised of the parcels shown on Town of Cobleskill, Schoharie County, New York Tax Map number 46, 56, 56.20, 57, 57.4, 58, 58.3, 68, 69, and 70, being more particularly bounded and described as follows:

BEGINNING AT A POINT on the northerly bounds of the New York State Route 7 right-of-way, said point also being the southeast corner of parcel 56.20-1-8.1 and the southwest corner of parcel 57.-3-1.1 in the Town of Cobleskill, County of Schoharie, State of New York; and

PROCEEDING THENCE (in a clockwise direction around the proposed bounds) in a northerly direction along the easterly bounds of parcel 56.20-1-8.1 and the westerly bounds of parcel 57.-3-1.1 to the easterly corner of parcel 56.20-1-8.1, said point also being the westerly corner of parcel 57.-3-1.1;

THENCE, in an easterly direction along the northerly bounds of parcel 57.-3-1.1 and the southerly bounds of parcel 56.20-1-8.1 to the westerly corner of parcel 57.-3-1.1, said point also being the easterly corner of parcel 56.20-1-8.1;

THENCE, in a northerly direction along the easterly bounds of parcel 56.20-1-8.1 and the westerly bounds of parcel 57.-3-1.1 to the easterly corner of parcel 56.20-1-8.1, said point also being the westerly corner of parcel 57.-3-1.1;

THENCE, in a northeasterly direction along the southerly bounds of parcel 57.-3-1.21 and the northerly bounds of parcel 57.-3-1.1 to the northwest corner of parcel 57.-3-1.1, said point also being the northeast corner of parcel 57.-3-1.21 and a point on the southerly bounds of parcel 57.-3-19;

THENCE, in an easterly direction along the northerly bounds of parcels 57.-3-1.1 and 57.3-3-5.1 and the southerly bounds of parcels 57.-3-19 and the Cobleskill Creek to the northwest corner of parcel 57.-3-6.1, said point also being the northeast corner of parcel 57.-3-5.1;

THENCE, in a northeasterly direction along the southerly bounds of parcel 57.-3-6.4 and the northerly bounds of parcels 57.-3-6.1 and 57.-3-6.2 to the northeast corner of parcel 57.-3-6.2, said point also being the southerly corner of parcel 57.-3-6.4;

THENCE, in a southerly direction along the easterly bounds of parcel 57.-3-6.2 and the westerly bounds of parcel 57.-3-6.4 to the northwest corner of parcel 57.-3-6.3, said point also being the southerly corner of parcel 57.-3-6.4 and a point on the easterly bounds of parcel 57.-3-6.2;

THENCE, in an easterly direction along the northerly bounds of parcels 57.-3-6.3 and 57.-3-7 and the southerly bounds of parcel 57.-3-6.4 to the southeast corner of parcel 57.-3-6.4, said point also being the northeast corner of parcel 57.-3-7 and a point on the westerly bounds of parcel 57.-3-8;

THENCE, in a northerly direction along the easterly bounds of parcel 57.-3-6.4 and the westerly bounds of parcel 57.-3-8 to the northeast corner of parcel 57.-3-6.4, said point also being the northwest corner of parcel 57.-3-8 and a point on the southerly bounds of the Cobleskill Creek;

THENCE, in an easterly direction along the northerly bounds of parcels 57.-3-8, 57.-3-9, and 57.-4-1 and the southerly bounds of the Cobleskill Creek to the northeast corner of parcel 57.-4-1, said point also being a point on the southwesterly bounds of the Cobleskill Creek;

THENCE, in a southerly direction along the westerly bounds of the Cobleskill Creek and parcel 57.4-2-15 and the easterly bounds of parcel 57.-4-1 to the northerly bounds of the Shady Tree Lane right-of-way , said point also being the southwest corner of parcel 57.4-2-15 and the northeasterly corner of parcel 57.-4-1;

THENCE, in a southerly direction across the Shady Tree Lane right-of-way to the northeast corner of parcel 57.4-2-14, said point also being a point on the southerly bounds of the Shady Tree Lane right-of-way and the northwest corner of parcel 57.4-2-13;

THENCE, in a southwesterly direction along the northerly bounds of parcel 57.4-2-14 and the southerly bounds of the Shady Tree Lane right-of-way to the southwest corner of parcel 57.4-2-14, said point also being the northwest corner of parcel 57.-4-1;

THENCE, in an easterly direction along the northerly bounds of parcels 57.-4-1 and 57.-5-18 and the southerly bounds of parcels 57.4-2-14, 57.4-2-13, 57.4-2-12, 57.4-2-11, and 57.4-2-10 to the northwest corner of parcel 57.4-2-9, said point also being the northerly corner of parcel 57.-5-18;

THENCE, in a southerly direction along the westerly bounds of parcel 57.4-2-9 and the easterly bounds of parcel 57.-5-18 to the southwest corner of parcel 57.4-2-9, said point also being the northerly corner of parcel 57.-5-18;

THENCE, in an easterly direction along the northerly bounds of parcel 57.-5-18 and the southerly bounds of parcels 57.4-2-9 to the southeast corner of parcel 57.4-2-9, said point also being the northerly corner of parcel 57.-5-18;

THENCE, in a northerly direction along the easterly bounds of parcel 57.4-2-9 and the westerly bounds of parcel 57.-5-18 to the easterly corner of parcel 57.4-2-9, said point also being the southerly corner of parcel 57.4-2-7;

THENCE, in an easterly direction along the northerly bounds of parcel 57.-5-18 and the southerly bounds of parcel 57.4-2-6 to the southeast corner of parcel 57.4-2-6, said point also being the northerly corner of parcel 57.-5-18;

THENCE, in a northerly direction along the easterly bounds of parcel 57.4-2-6 and the westerly bounds of parcel 57.-5-18 to the northeast corner of parcel 57.4-2-6, said point also being the northerly corner of parcel 57.-5-18;

THENCE, in a westerly direction along the northerly bounds of parcel 57.4-2-6 and the southerly bounds of the Shady Tree Lane right-of-way to a point on the northerly bounds of parcel 57.4-2-6, said point also being on the southerly bounds of the Shady Tree Lane right-of-way;

THENCE, in a northerly direction across the Shady Tree Lane right-of-way to the southeast corner of parcel 57.4-2-15, said point also being a point on the northerly bounds of the Shady Tree Lane right-of-way;

THENCE, in a northerly direction along the easterly bounds of parcel 57.4-2-15 and the westerly bounds of parcel 57.-5-18 to a point on the southerly bounds of the Cobleskill Creek, said point also being the northeast corner of parcel 57.4-2-15;

THENCE, in an easterly direction along the northerly bounds of parcel 57.-5-18 and the southerly bounds of the Cobleskill Creek to the northwest corner of parcel 57.-5-27, said point also being the northeast corner of parcel 57.-5-18;

THENCE, in a southerly direction along the westerly bounds of parcel 57.-5-27 and the easterly bounds of parcel 57.-5-18 to the southwest corner of parcel 57.-5-27, said point also being the southeast corner of parcel 57.-5-18;

THENCE, in a southerly direction across parcel 57.-5-19 to the northwest corner of parcel 57.-5-28, said point also being the easterly corner of parcel 57.-5-18;

THENCE, in an easterly direction along the northerly bounds of parcels 57.-5-28, 57.-5-29, 57.-5-30, and 57.-5-11 and the southerly bounds of parcel 57.-5-19 to the northwest corner of parcel 58.-3-2, said point also being the northeast corner of parcel 57.-5-11;

THENCE, in a northeasterly direction across parcel 57.-5-19 to the southerly corner of parcel 57.-5-1, said point also being the westerly corner of parcel 58.-3-2;

THENCE, in a northeasterly direction along the southerly bounds of parcel 57.-5-1 and the northerly bounds of parcel 58.-3-2 to the northwest corner of parcel 58.-3-2, said point also being the southerly bounds of the Cobleskill Creek;

THENCE, in a northeasterly direction along the southerly bounds of the Cobleskill Creek and the northerly bounds of parcel 58.-3-2 to the north corner of parcel 58.-3-2, said point also being the southerly bounds of the Cobleskill Creek and the northwest corner of parcel 58.-3-3;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-3-2 and the southerly bounds of parcel 58.-3-3 to the westerly corner of parcel 58.-3-3, said point also being the easterly corner of parcel 58.-3-2;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-3-3 and the southerly bounds of parcel 58.-3-2 to the westerly corner of parcel 58.-3-3, said point also being the easterly corner of parcel 58.-3-2;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-3-2 and the southerly bounds of parcel 58.-3-3 to the southwest corner of parcel 58.-3-3, said point also being the easterly corner of parcel 58.-3-2 and a point on the northerly bounds of parcel 58.-3-29;

THENCE, in a southeasterly direction across parcel 58.-3-29 to the southwest corner of parcel 58.-3-29, said point also being the northwest corner of parcel 58.-3-30.1;

THENCE, in an easterly direction along the northerly bounds of parcels 58.-3-30.1, and 58.-3-25.1 and the southerly bounds of parcel 58.-3-29 to the northeast corner of parcel 58.-3-25.1, said point also being a point on the southerly bounds of parcel 58.-3-29;

THENCE, in a northerly direction across parcel 58.-3-29 to the southwest corner of parcel 58.-3-4, said point also being the northerly corner of parcel 58.-3-29;

THENCE, in a northerly direction along the westerly bounds of parcel 58.-3-4 and the easterly bounds of parcels 58.-3-29 and 58.-3-3 to the northwest corner of parcel 58.-3-4, said point also being the southeast corner of parcel 58.3-1-13;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-3-3 and the southerly bounds of parcel 58.3-1-13 to the southwest corner of parcel 58.3-1-13, said point also being the southeast corner of parcel 58.3-1-14;

THENCE, in a northerly direction along the westerly bounds of parcel 58.3-1-13 and the easterly bounds of parcel 58.3-1-14 to the northwest corner of parcel 58.3-1-13, said point also being the easterly corner of parcel 58.3-1-14;

THENCE, in a northeasterly direction along the southerly bounds of parcel 58.3-1-14 and the northerly bounds of parcel 58.3-1-13 to the north corner of parcel 58.3-1-13, said point also being the southerly bounds of the County Road 9 right-of-way and the easterly corner of parcel 58.3-1-14;

THENCE, in a northwesterly direction along the southerly bounds of the County Road 9 right-of-way and the northerly bounds of parcels 58.3-1-14 and 58.3-1-16 to the east corner of parcel 58.3-1-17, said point also being the southerly bounds of the County Road 9 right-of-way and the northerly corner of parcel 58.3-1-16;

THENCE, in a northerly direction across the County Road 9 right-of-way to the west corner of parcel 58.3-1-12, said point also being the northerly bounds of the County Road 9 right-of-way and the south corner of parcel 58.3-1-11;

THENCE, in a northwesterly direction along the northerly bounds of the County Road 9 right-of-way and the southerly bounds of parcel 58.3-1-11 to the south corner of parcel 58.3-1-10, said point also being the westerly corner of parcel 58.3-1-11;



THENCE, in a northeasterly direction along the southerly bounds of parcel 58.3-1-10 and the northerly bounds of parcel 58.3-1-11 to the southeast corner of parcel 58.3-1-10, said point also being the westerly corner of parcel 58.3-1-11;

THENCE, in a northwesterly direction along the northerly bounds of parcel 58.3-1-10 and the southerly bounds of parcel 58.3-1-11 to the north corner of parcel 58.3-1-10, said point also being the southerly corner of parcel 58.3-1-11;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-1-10 and the southerly bounds of parcel 58.3-1-11 to the northwest corner of parcel 58.3-1-10, said point also being the westerly corner of parcel 58.3-1-11 and on the northerly bounds of the County Road 9 right-of-way;

THENCE, in a northwesterly direction along the northerly bounds of the County Road 9 right-of-way and the southerly bounds of parcels 58.3-1-11, 58.3-1-9, 58.3-1-8, 58.3-1-7, 58.3-1-5, 58.3-1-6, and 58.3-1-4 to the westerly corner of parcel 58.3-1-4, said point also being the southwest corner of parcel 58.3-1-13 and the northerly bounds of the County Road 9 right-of-way;

THENCE, in a northeasterly direction along the southerly bounds of parcel 58.3-1-3 and the northerly bounds of parcel 58.3-1-4 to the northwest corner of parcel 58.3-1-4, said point also being the northeast corner of parcel 58.3-1-3 and the southerly bounds of the Cobleskill Creek;

THENCE, in a northerly direction across the Cobleskill Creek to a point on the southerly bounds of parcel 58.-1-1, said point also being the northerly bounds of the Cobleskill Creek;

THENCE, in a westerly direction along the northerly bounds of the Cobleskill Creek and the southerly bounds of parcel 58.-1-1 to the southwest corner of parcel 58.-1-1, said point also being the northwesterly corner of the Cobleskill Creek and the easterly bounds of the County Road 9 right-of-way;

THENCE, in a northwesterly direction along the northerly bounds of the County Road 9 right-of-way and the southerly bounds of parcel 58.-1-1 to the southeast corner of parcel 58.-1-14, said point also being the southwest corner of parcel 58.-1-1 and the northerly bounds of the County Road 9 right-of-way;

THENCE, in a northeasterly direction along the southerly bounds of parcel 58.-1-14 and the northerly bounds of parcel 58.-1-1 to the westerly corner of parcel 58.-1-1, said point also being the northeast corner of parcel 58.-1-14;

THENCE, in a northwesterly direction along the northerly bounds of parcel 58.-1-14 and the southerly bounds of parcel 58.-1-1 to the southeast corner of parcel 58.-1-3.1, said point also being the northeast corner of parcel 58.-1-3.3;

THENCE, in a northeasterly direction along the southerly bounds of parcels 58.-1-3.1 and 58.-1-3.2 and the northerly bounds of parcel 58.-1-1 to the northwesterly corner of parcel 58.-1-1, said point also being the northeast corner of parcel 58.-1-3.2 and the southerly bounds of the Delaware & Hudson Railroad right-of-way;

THENCE, in a northerly direction across the Delaware & Hudson Railroad right-of-way to a point on the southerly bounds of parcel 58.-1-12.1, said point also being the northerly bounds of the Delaware & Hudson Railroad right-of-way;

THENCE, in a westerly direction along the northerly bounds of the Delaware & Hudson Railroad right-of-way and the southerly bounds of parcel 58.-1-12.1 to the southwest corner of parcel 58.-1-12.1, said point also being the easterly bounds of the Barnerville Road right-of-way and the northerly bounds of the Delaware & Hudson Railroad right-of-way;

THENCE, in a northeasterly direction along the easterly bounds of the Barnerville Road right-of-way and the westerly bounds of parcel 58.-1-12.1 to the westerly corner of parcel 58.-1-12.1, said point also being the southwest corner of parcel 58.-1-12.2;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-1-12.1 and the southerly bounds of parcels 58.-1-12.2 and 58.-1-4 to the southeast corner of parcel 58.-1-4, said point also being the westerly corner of parcel 58.-1-12.1;

THENCE, in a northeasterly direction along the easterly bounds of parcels 58.-1-4 and 58.-1-5 and the westerly bounds of parcel 58.-1-12.1 to the northeast corner of parcel 58.-1-5, said point also being the westerly corner of parcel 58.-1-12.1;

THENCE, in a northwesterly direction along the northerly bounds of parcel 58.-1-5 and the southerly bounds of parcel 58.-1-12.1 to the southeast corner of parcel 58.-1-8, said point also being the westerly corner of parcel 58.-1-12.1;

THENCE, in a northeasterly direction along the easterly bounds of parcel 58.-1-8 and the westerly bounds of parcel 58.-1-12.1 to the northeast corner of parcel 58.-1-8, said point also being the westerly corner of parcel 58.-1-12.1;

THENCE, in a northwesterly direction along the northerly bounds of parcels 58.-1-8 and 58.-1-7 and the southerly bounds of parcel 58.-1-12.1 to the northwest corner of parcel 58.-1-7, said point also being the easterly bounds of the Barnerville Road right-of-way;

THENCE, in a northeasterly direction along the easterly bounds of the Barnerville Road right-of-way and the westerly bounds of parcel 58.-1-12.1 to the southwest corner of parcel 58.-1-9, said point also being the westerly corner of parcel 58.-1-12.1;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-1-12.1 and the southerly bounds of parcel 58.-1-9 to the southeast corner of parcel 58.-1-9, said point also being the westerly corner of parcel 58.-1-12.1;

THENCE, in a northeasterly direction along the easterly bounds of the parcel 58.-1-9 and the westerly bounds of parcel 58.-1-12.1 to the northeast corner of parcel 58.-1-9, said point also being the westerly corner of parcel 58.-1-12.1;

THENCE, in a northwesterly direction along the northerly bounds of parcels 58.-1-9 and the southerly bounds of parcel 58.-1-12.1 to the northwest corner of parcel 58.-1-9, said point also being the easterly bounds of the Barnerville Road right-of-way;

THENCE, in a northeasterly direction along the easterly bounds of the Barnerville Road right-of-way and the westerly bounds of parcel 58.-1-12.1 to the northwesterly corner of parcel 58.-1-12.1, said point also being the westerly corner of parcel 58.-1-10.1;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-1-12.1 and the southerly bounds of parcel 58.-1-10.1 to the southwesterly corner of parcel 58.-1-10.1, said point also being the northerly corner of parcel 58.-1-12.1;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-1-10.1 and the southerly bounds of parcel 58.-1-12.1 to the southwesterly corner of parcel 58.-1-10.1, said point also being the northerly corner of parcel 58.-1-12.1;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-1-12.1 and the southerly bounds of parcel 58.-1-10.1 to the southerly corner of parcel 58.-1-10.1, said point also being the northerly corner of parcel 58.-1-12.1;

THENCE, in a northeasterly direction along the easterly bounds of parcels 58.-1-10.1, 58.-1-13, and 58.-1-11 and the westerly bounds of parcel 58.-1-12.1 to the northeast corner of parcel 58.-1-11, said point also being the southerly bounds of the Sagendorf Corners Road right-of-way;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-1-12.1 and the southerly bounds of the Sagendorf Corners Road right-of-way to the northwest corner of parcel 46.-3-20.2, said point also being the northerly corner of parcel 58.-1-12.1;

THENCE, in a southwesterly direction along the northerly bounds of parcel 46.-3-20.2 and the southerly bounds of parcel 58.-1-12.1 to the southwest corner of parcel 46.-3-20.2, said point also being the easterly corner of parcel 58.-1-12.1;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-1-12.1 and the southerly bounds of the parcels 46.-3-20.2 and 46.-3-20.3 to the southeast corner of parcel 46.-3-20.3, said point also being the northerly corner of parcel 58.-1-12.1;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-2-24 and the southerly bounds of parcel 58.-1-12.1 to the westerly corner of parcel 58.-2-24, said point also being the easterly corner of parcel 58.-1-12.1;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-1-12.1 and the southerly bounds of the parcels 58.-2-24, 58.-2-4.1, 58.-2-25, and 58.-2-11.1 to a point on the southwesterly bounds of parcel 58.-2-11.1, said point also being the easterly corner of parcel 58.-1-12.1;

THENCE, in a northwesterly direction along the northerly bounds of parcel 58.-2-21.2 and the southerly bounds of parcel 58.-1-12.1 to the northwest corner of parcel 58.-2-21.2, said point also being the easterly corner of parcel 58.-1-12.1;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-2-21.2 and the southerly bounds of parcel 58.-1-12.1 to the southwest corner of parcel 58.-2-21.2, said point also being on the northerly bounds of the Delaware & Hudson Railroad right-of-way;

THENCE, in a northwesterly direction along the northerly bounds of the Delaware & Hudson Railroad right-of-way and the southerly bounds of parcel 58.-1-12.1 to a point on the northerly bounds of the Delaware & Hudson Railroad right-of-way, said point also being a point on the southerly bounds of parcel 58.-1-12.1;

THENCE, in a southwesterly direction across the Delaware & Hudson Railroad right-of-way to the northwest corner of parcel 58.-2-23, said point also being the northeast corner of parcel 58.-1-1 and on the southerly bounds of the Delaware & Hudson Railroad right-of-way;

THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-2-23 and the southerly bounds of parcel 58.-1-1 to the southwesterly corner of parcel 58.-2-23, said point also being on the southeasterly corner of parcel 58.-1-1 and a point on the northerly bounds of the Cobleskill Creek;

THENCE, in a southwesterly direction across the Cobleskill Creek to a point on the northerly bounds of parcel 58.3-1-7, said point also being a point on the southerly bounds of the Cobleskill Creek;

THENCE, in a southeasterly direction along the northerly bounds of parcels 58.3-1-7, 58.3-1-8, 58.3-1-9, and 58.3-1-11 and the southerly bounds of the Cobleskill Creek to the northeast corner of parcel 58.3-1-11, said point also being the westerly bounds of the County Road 8 right-of-way;

THENCE, in a southeasterly direction across the County Road 8 right-of-way to a point on the northwesterly bounds of parcel 58.-3-5, said point also being the easterly bounds of the County Road 8 right-of-way;

THENCE, in a northeasterly direction along the easterly bounds of the County Road 8 right-of-way and the westerly bounds of parcel 58.-3-5 to the northwesterly corner of parcel 58.-3-5, said point also being the westerly corner of parcel 58.-3-6;



THENCE, in a southwesterly direction along the northerly bounds of parcel 58.-3-5 and the southerly bounds of parcel 58.-3-6 to the southwesterly corner of parcel 58.-2-21.1, said point also being on the southeasterly corner of parcel 58.-3-6;

THENCE, in an easterly direction along the southerly bounds of parcel 58.-2-21.1 and the northerly bounds of parcel 58.-3-9 to the southwest corner of parcel 58.-3-7, said point also being the easterly corner of parcel 58.-2-21.1;

THENCE, in a southeasterly direction along the northerly bounds of parcels 58.-3-9, and 58.-2-32.3 and the southerly bounds of parcels 58.-3-7, 58.-3-8, and 58.-2-19 to the southerly corner of parcel 58.-2-19, said point also being the northerly corner of parcel 58.-2-32.3;

THENCE, in a northeasterly direction along the easterly bounds of parcels 58.-2-19, 58.-2-26.2, and 58.-2-14 and the westerly bounds of parcels 58.-2-32.3 and 58.-2-33 to the southerly corner of parcel 58.-2-14, said point also being the northerly corner of parcel 58.-2-33;

THENCE, in a southeasterly direction along the northerly bounds of parcel 58.-2-33 and the southerly bounds of parcels 58.-2-14 and 58.-2-32.1 to the southeast corner of parcel 58.-2-32.1, said point also being the westerly bounds of the Town of Schoharie;

THENCE, in a southwesterly direction along the westerly bounds of the Town of Schoharie and the easterly bounds of parcels 58.-2-33, 58.-3-29, and 58.-2-16, to the southeast corner of parcel 58.-2-16, said point also being on the northerly bounds of the New York State Route 7 right-of-way;

THENCE, in a southwesterly direction across the New York State Route 7 right-of-way to the northeast corner of parcel 70.-1-25, said point also being on the southerly bounds of the New York State Route 7 right-of-way;

THENCE, in a southwesterly direction along the westerly bounds of the Town of Schoharie and the easterly bounds of parcel 70.-1-25, to the southeast corner of parcel 70.-1-25, said point also being on the northerly bounds of the New York State Interstate 88 right-of-way;

THENCE, in a westerly direction along the southerly bounds of parcel 70.-1-25 and the northerly bounds of the New York State Interstate 88 right-of-way to the southwest corner of parcel 70.-1-25, said point also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a northerly direction along the westerly bounds of parcel 70.-1-25 and the easterly bounds of the New York State Interstate 88 right-of-way to the southwesterly corner of parcel 70.-1-25, said point also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a southwesterly direction along the westerly bounds of the New York State Interstate 88 right-of-way and the easterly bounds of parcel 70.-1-3, to the southeasterly corner of parcel 70.-1-3, said point also being on the northerly bounds of the New York State Interstate 88 right-of-way;

THENCE, in a southerly direction along the westerly bounds of the New York State Interstate 88 right-of-way and the easterly bounds of parcel 70.-1-3 to the southeasterly corner of parcel 70.-1-3, said point also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a westerly direction along the southerly bounds of parcel 70.-1-3 and the northerly bounds of the New York State Interstate 88 right-of-way to the southwest corner of parcel 70.-1-3, said point also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a northeasterly direction along the easterly bounds of the New York State Interstate 88 right-of-way and the westerly bounds of parcel 70.-1-3 to a point on the southerly bounds of parcel 70.-1-2.2, said point also being the westerly corner of parcel 70.-1-3;

THENCE, in a westerly direction along the southerly bounds of parcels 70.-1-2.2 and 70.-1-1 and the northerly bounds of the New York State Interstate 88 right-of-way to the southwest corner of parcel 70.-1-1, said point also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a northwesterly direction along the easterly bounds of the New York State Interstate 88 right-of-way and the westerly bounds of parcel 70.-1-1 to the southeast corner of parcel 58.-3-17, said point also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a westerly direction along the southerly bounds of parcels 58.-3-17 and 58.-3-24.2 and the northerly bounds of the New York State Interstate 88 right-of-way to the southwest corner of parcel 58.-3-24.2, said point also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a northerly direction along the westerly bounds of parcel 58.-3-24.2 and the easterly bounds of the New York State Interstate 88 right-of-way to the northwest corner of parcel 58.-3-24.2, said point also being the southerly bounds of the New York State Route 7 right-of-way;

THENCE, in a westerly direction along the southerly bounds of the New York State Route 7 right-of-way and the northerly bounds of the New York State Interstate 88 right-of-way to the northeast corner of parcel 58.-3-24.1, said point also being the southerly bounds of the New York State Route 7 right-of-way;

THENCE, in a southwesterly direction along the westerly bounds of the New York State Interstate 88 right-of-way and the easterly bounds of parcel 58.-3-24.1 to the southeasterly corner of parcel 58.-3-24.1, said point also being on the northerly bounds of the New York State Interstate 88 right-of-way;

THENCE, in a westerly direction along the southerly bounds of parcels 58.-3-24.1, 58.-3-23, 58.-3-22, 69.-3-6, 69.-3-5, 57.-5-12, 57.-5-13, 57.-5-14, 57.-5-15, 57.-5-16, and 57.-5-17 and the northerly bounds of the New York State Interstate 88 right-of-way to the southwest corner of parcel 57.-5-17, said point also being the northerly corner of the New York State Interstate 88 right-of-way;

THENCE, in a northwesterly direction along the easterly bounds of the New York State Interstate 88 right-of-way and the westerly bounds of parcel 57.-5-17 to the northwest corner of parcel 57.-5-17, said point also being the southerly corner of the New York State Route 7 right-of-way;

THENCE, in a westerly direction along the southerly bounds of the New York State Route 7 right-of-way and the northerly bounds of the New York State Interstate 88 right-of-way to the easterly bounds of the New York State Route 145 right-of-way, said point also being the northerly bounds of the New York State Interstate 88 right-of-way;

THENCE, in a westerly direction across the New York State Route 145 right-of-way to a point on the northerly bounds of the New York State Interstate 88 right-of-way, said point also being the southerly bounds of the New York State Route 7 right-of-way;

THENCE, in a westerly direction along the northerly bounds of the New York State Interstate 88 right-of-way and parcel 57.-4-14 and the southerly bounds of the New York State Route 7 right-of-way to the northeast corner of parcel 57.-4-13, said point also being the northwest corner of parcel 57.-4-14;

THENCE, in a southerly direction along the westerly bounds of parcel 57.-4-14 and the easterly bounds of parcel 57.-4-13 to the southwest corner of parcel 57.-4-14, said point also being the southeast corner of parcel 57.-4-13 and a point on the northerly bounds of the Shade Point Road right-of-way;

THENCE, in a westerly direction along the northerly bounds of the Shade Point Road right-of-way and the southerly bounds parcel 57.-4-13 to the southeast corner of parcel 57.-4-12, said point also being the southwest corner of parcel 57.-4-13;

THENCE, in a northwesterly direction along the easterly bounds of parcel 57.-4-12 and the westerly bounds of parcel 57.-4-13 to the northwest corner of parcel 57.-4-13, said point also being the southerly corner of the New York State Route 7 right-of-way;

THENCE, in a westerly direction along the southerly bounds of the New York State Route 7 right-of-way and the northerly bounds of parcels 57.-4-12 and 57.-4-11 to the northeast corner of parcel 57.-4-10, said point also being the northwest corner of parcel 57.-4-11;

THENCE, in a southerly direction along the westerly bounds of parcel 57.-4-11 and the easterly bounds of parcel 57.-4-10 to the northeast corner of parcel 57.-4-16, said point also being the southeast corner of parcel 57.-4-10;

THENCE, in a westerly direction along the southerly bounds of parcel 57.-4-10 and the northerly bounds of parcel 57.-4-16 to the southeast corner of parcel 57.-4-9, said point also being a point on the northerly bounds of parcel 57.-4-16;

THENCE, in a northerly direction along the westerly bounds of parcel 57.-4-10 and the easterly bounds of parcel 57.-4-9 to the northeast corner of parcel 57.-4-9, said point also being the northwest corner of parcel 57.-4-10 and the southerly bounds of the New York State Route 7 right-of-way;

THENCE, in a westerly direction along the southerly bounds of the New York State Route 7 right-of-way and the northerly bounds of parcel 57.-4-9 to the northwest corner of parcel 57.-4-9, said point also being a point on the northeast corner of parcel 57.-4-8;

THENCE, in a southwesterly direction along the easterly bounds of parcel 57.-4-8 and the westerly bounds of parcel 57.-4-9 to the southwest corner of parcel 57.-4-9, said point also being the easterly corner of parcel 57.-4-8;

THENCE, in a southeasterly direction along the easterly bounds of parcel 57.-4-8 and the westerly bounds of parcels 57.-4-9, 57.-4-17, and 57.-4-18 to the southwest corner of parcel 57.-4-18, said point also being the northerly bounds of the Shade Point Road right-of-way;

THENCE, in a southwesterly direction along the northerly bounds of the Shade Point Road right-of-way and the southerly bounds of parcel 57.-4-8 to the southwest corner of parcel 57.-4-8, said point also being the southeast corner of parcel 57.-4-26;

THENCE, in a northwesterly direction along the easterly bounds of parcel 57.-4-26 and the westerly bounds of parcel 57.-4-8 to the northwesterly corner of parcel 57.-4-8, said point also being the northeast corner of parcel 57.-4-26;

THENCE, in a westerly direction along the southerly bounds of parcels 57.-4-7 and 57.-4-6 and the northerly bounds of parcels 57.-4-26 and 57.-4-20 to the northwest corner of parcel 57.-4-20, said point also being a point on the northeast corner of parcel 57.-4-1;

THENCE, in a southeasterly direction along the easterly bounds of parcel 57.-4-1 and the westerly bounds of parcel 57.-4-20 to the northeast corner of parcel 57.-4-21, said point also being a point on the westerly bounds of parcel 57.-4-20;

THENCE, in a southwesterly direction along the northerly bounds of parcels 57.-4-21, 57.-4-22, and 57.-4-24 and the southerly bounds of parcel 57.-4-1 to the northwest corner of parcel 57.-4-24, said point also being the southerly corner of parcel 57.-4-1;

THENCE, in a southeasterly direction along the easterly bounds of parcel 57.-4-1 and the westerly bounds of parcel 57.-4-24 to the southwest corner of parcel 57.-4-24, said point also being the southerly corner of parcel 57.-4-1 and the northerly bounds of the Shade Point Road right-of-way;



THENCE, in a southwesterly direction along the northerly bounds of the Shade Point Road right-of-way and the southerly bounds of parcel 57.-4-1 to the southeast corner of parcel 57.-4-23, said point also being the southerly corner of parcel 57.-4-1;

THENCE, in a northwesterly direction along the easterly bounds of parcel 57.-4-23 and the westerly bounds of parcel 57.-4-1 to the northeast corner of parcel 57.-4-23, said point also being the southerly corner of parcel 57.-4-1;

THENCE, in a southwesterly direction along the northerly bounds of parcel 57.-4-23 and the southerly bounds of parcel 57.-4-1 to the northwest corner of parcel 57.-4-23, said point also being the southerly corner of parcel 57.-4-1;

THENCE, in a northwesterly direction along the easterly bounds of parcel 69.-2-2 and the westerly bounds of parcel 57.-4-1 to the northeast corner of parcel 69.-2-2, said point also being the southeast corner of parcel 57.-3-11;

THENCE, in a southwesterly direction along the northerly bounds of parcel 69.-2-2 and the southerly bounds of parcel 57.-3-11 to the northwest corner of parcel 69.-2-2, said point also being the southerly corner of parcel 57.-3-11;

THENCE, in a southeasterly direction along the easterly bounds of parcel 57.-3-11 and the westerly bounds of parcel 69.-2-2 to the westerly corner of parcel 69.-2-2, said point also being the southerly corner of parcel 57.-3-11;

THENCE, in a southwesterly direction along the northerly bounds of parcel 69.-2-2 and the New York State Interstate 88 right-of-way and the southerly bounds of parcel 57.-3-11 to the southeast corner of parcel 69.-2-1, said point also being the southerly corner of parcel 57.-3-11;

THENCE, in a northwesterly direction along the easterly bounds of parcel 69.-2-1 and the westerly bounds of parcel 57.-3-11 to the easterly corner of parcel 69.-2-1, said point also being the southerly corner of parcel 57.-3-11;

THENCE, in a southwesterly direction along the northerly bounds of parcel 69.-2-1 and the southerly bounds of parcel 57.-3-11 to the easterly corner of parcel 69.-2-1, said point also being the southerly corner of parcel 57.-3-11;

THENCE, in a northwesterly direction along the easterly bounds of parcel 69.-2-1 and the westerly bounds of parcel 57.-3-11 to the northeast corner of parcel 69.-2-1, said point also being the southerly corner of parcel 57.-3-11;

THENCE, in a southwesterly direction along the northerly bounds of parcel 69.-2-1 and the southerly bounds of parcel 57.-3-11 to the northwest corner of parcel 69.-2-1, said point also being the southwesterly corner of parcel 57.-3-11;

THENCE, in a northwesterly direction along the easterly bounds of parcel 68.-2-3.111 and the westerly bounds of parcels 57.-3-11 and 57.-3-14 to the northeast corner of parcel 68.-2-3.111, said point also being the northwest corner of parcel 57.-3-14 and the southerly bounds of the New York State Route 7 right-of-way;

THENCE, in a westerly direction along the southerly bounds of the New York State Route 7 right-of-way and the northerly bounds of parcel 68.-2-3.111 to a point on the southerly bounds of the New York State Route 7 right-of-way, said point also being a point on the northerly bounds of parcel 68.-2-3.111;

THENCE, in a northerly direction across the New York State Route 7 right-of-way to the northerly bounds of the New York State Route 7 right-of-way, said point also being the southeast corner of parcel 56.20-1-8.1, the southwest corner of parcel 57.-3-1.1, and the point and place of beginning.



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